

REVISED

Exhibit B

To Registration Statement

Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 105-0007
Approval Expires Nov. 30, 1993

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
READ COMMUNICATIONS	CANADIAN CONSULATE GENERAL - LOS ANGELES

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

THE ABOVE AGREEMENT IS PERFORMED THROUGH THE PUBLICATION OF A NEWSLETTER TO AMERICAN BUSINESSES ON BEHALF OF THE CANADIAN CONSULATE GENERAL - LOS ANGELES.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

1. PUBLISH NEWSLETTER TO BE MAILED TO AMERICAN BUSINESSES.
2. DESIGN, WRITE AND PRODUCE BROCHURES.
3. ASSIST THE COMMERCIAL DIVISION WITH EVENTS, SUCH AS RECEPTIONS, OPEN HOUSES AND SEMINARS TO WHICH AMERICAN BUSINESS PEOPLE WOULD BE INVITED.
4. ASSIST IN ACTIVITIES RELATED TO THE ABOVE, SUCH AS PRODUCTION AND PLACEMENT OF ADVERTISING, ASSISTANCE AT TRADE SHOWS.
5. PERFORM SIMILAR SERVICES FOR PROVINCIAL OFFICES AND OTHER OFFICES OF THE GOVERNMENT OF CANADA.

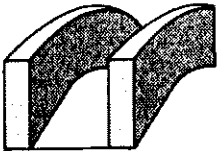
6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

WROTE AND PRODUCED "ADVANTAGE CANADA" A NEWSLETTER PROMOTING TO U.S. BUSINESSES IN SOUTHERN CALIFORNIA, SOUTHERN NEVADA AND ARIZONA THE BENEFITS OF CANADIAN BUSINESS RELATIONSHIPS.
PRODUCED AND ^{WROTE} PLACED AN AD FOR A BUSINESS SEMINAR.

Date of Exhibit B	Name and Title	Signature
10-18-91	NAT B. READ, PRESIDENT	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Nat B. Read
Accredited
Public Relations

January 9, 1991

Mr. Matthew Fischer, C.I.D., Ec D.
Canadian Consulate General
Investment Division
300 S. Grand Ave., 10th Floor
Los Angeles, CA 90071

91 OCT 28 PM 2:00

RECEIVED
OCT 28 1991

Dear Matt:

We are pleased that you have retained Read Communications as public relations counsel. To ensure your complete understanding and approval, this letter contains the terms and conditions of our agreement.

You have hired Read Communications to provide public relations services for publication of a newsletter. We will provide those public relations services reasonably required to represent you in this matter. We will also take reasonable steps to keep you informed of significant developments and to respond to your inquiries. You, in turn, will be truthful with us, cooperate with us, keep us informed of developments, perform your obligations as set forth in this letter and pay our fees in a timely manner.

This agreement covers public relations services. For our public relations services you will pay us \$1,000 for the concept and design of the newsletter format. For the research, writing, editing, photography and printing of each issue of the newsletter, you will pay us \$3,150. The fee of \$1,000 for the concept and design is payable in advance. In addition, you will reimburse us for all actual costs and expenses incurred by us, including, but not limited to, the following: long distance telephone calls, electronic mail, messenger and other delivery fees, postage, photocopying at the rate of \$.10 per page, parking, mileage at the rate of \$.24 per mile. All out-of-pocket expenses over \$ 200 will be marked up 15 percent as is customary. We will itemize all costs incurred on each periodic statement. You authorize us to incur, within the scope and content of this agreement and with prior notification to you, all reasonable costs and to hire outside consultants, printers, photographers and other such specialists as are reasonably necessary in our judgement. Expenses will be billed at the end of each month.

(Continued)

Read
Communications

65 N. Catalina Ave. Suite 202
Pasadena, CA 91106

(818) 578-0705
FAX (818) 578-0706

We will send you a statement for the professional time to be incurred during the coming month, plus costs incurred during the previous month. We expect that you will pay our statements within 15 days of each statement's date. If payment on a particular statement is not received when due, we reserve the right to impose interest on the unpaid balance at the rate of 18% per annum. Our statements will clearly state the basis thereof, including the amount and description of all costs incurred.

We wish to make it clear that we are making no promises or guarantees to you about the outcome of this matter, and nothing in this letter shall be construed as such a promise or guaranty.

You agree to indemnify, defend and hold us harmless from and against any and all claims you may have, including losses, liabilities, damages, costs and expenses, including attorney's fees, which result from or in any way relate to the matter for which we have been retained to provide public relations services. Notwithstanding the foregoing, you will not be required to indemnify, defend or hold us harmless from any claims resulting from acts or omissions on our part which constitute negligence or willful misconduct, or are outside the scope of our authority or responsibility hereunder, or are in breach of our duties hereunder.

Our arrangement becomes effective as of January 2, 1991. Upon the termination or conclusion of our public relations services, all unpaid charges for services rendered and costs incurred or advanced through the termination or conclusion date shall become immediately due and payable. Notice of cancellation of this agreement by either party should be given in writing 30 days in advance of the cancellation date.

The relationship between you, as a client, and us, as public relations counsel, is one of mutual trust and confidence. If you have any questions at all about the provisions of this letter, we invite and welcome your inquiries. Our firm's operations are guided by the Code of Professional Standards for the practice of public relations as adopted by the Public Relations Society of America.

Please confirm your acceptance of these terms by signing and returning to us one of the enclosed copies of this letter, with a check for \$ 1,000 to activate this Agreement.

(Continued)

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We look forward to working with you. You have our assurance of our very best effort on your behalf.

Very sincerely,
Read Communications

The undersigned understands and agrees to the terms and conditions set forth in this letter.

Dated Jan. 14/84

Signed W. (a) C. (a) H. (a) E. (a) R. (a) S. (a) T. (a) U. (a) V. (a) W. (a) X. (a) Y. (a) Z. (a)